

AGREEMENT FORM
Document 00520

This AGREEMENT entered into this _____ day of 2010 by and between _____ hereinafter referred to as the Contractor, and Arkansas Department of Environmental Quality hereinafter referred to as Owner in accordance with Ark. Code Ann. § 22-2-101 et seq.,

WITNESSETH:

1. That for and in consideration of the payment by the owner in the amount of \$ _____ to be made as set forth in the Contract Documents, the Contractor hereby agrees to furnish all tools, labor, equipment, and materials, to operate and maintain that certain project in Phillips County, designated as

Project Name: Mowing - Former Cedar Chemical Facility

consisting of work more specifically described in the Contract Documents attached hereto and incorporated herein by reference. Contract Documents include the following: the Agreement Form (this instrument); the Quote; General Conditions; Drawings and Specifications; notice to proceed; authorizations to mow; and any other authorized and agreed to in writing changes in the Work. All work shall be in exact accord with the Contract Documents. The ADEQ shall have direct contract supervision. Said construction shall be to the satisfaction of the ADEQ, and in accordance with the laws of the State of Arkansas, and the work shall be subject to inspection and approval at all times by the appropriate state and federal agencies.

2. Owner may at any time during the progress of the work alter, change, subtract from, or add to said Contract Documents without violating this Agreement or the terms thereof. Said changes, alterations, subtractions, or additions shall be set forth in writing in a document referred to as an authorized change. Said document shall not be effective unless approved by the ADEQ. Once effective, the change shall be attached hereto and incorporated herein by reference and shall be made a condition or term of the Contract Documents.
3. The Contractor agrees, for the consideration set forth in the Quote, to begin work within seven (7) calendar days after a notice to proceed is issued. In addition, Contractor agrees to complete the each mowing event within three (3) weeks after receiving ADEQ authorization for mowing. If the Contractor fails to complete the work within the timeframe herein specified, he shall pay to the Owner, as, liquidated damages and not in the nature of a penalty, the sum specified in the Contract Documents for each calendar day delayed, it being understood and agreed between the parties hereto that the said sum fixed as liquidated damages is a reasonable sum, considering the damages that Owner will sustain in the event of any such delay, and said amount is herein agreed upon and fixed as liquidated damages because of difficulty of ascertaining the exact amount of damages that may be sustained by such delay. The said sum shall be deducted from the final amount of estimate due the Contractor.
4. Should Contractor be delayed in the execution or completion of the work by the act, neglect or default of the State, or by any damage by fire, weather conditions or other casualty or event for which the contractor is not responsible, or by general strikes or lockouts caused by acts of employees, then any extended period shall be determined and fixed by the Owner with approval given by ADEQ. Said extended period shall be the time for a period equivalent to the time lost by reason of any or all of the causes aforesaid, but no such allowance shall be made unless a claim therefore is presented in writing to the Owner within seven calendar days of the occurrence of the event causing the delay.
5. It is mutually agreed between the parties that in the performance of this contract, Contractor is acting independently and in no sense as Agent of the State. Contractor shall not let, assign, or transfer this contract or any interest therein, without the written consent of the ADEQ.
6. It is agreed and understood between the parties hereto that the Contractor shall accept and the Owner will pay for the work, at the prices stipulated in the Contract Documents, such payment to be in the form of legal tender, and the payment shall be made at the time and in the manner set forth in the Contract Documents.
7. Any laborer or mechanic employed by the Contractor or any Subcontractors for this project, directly on site for the work covered by the Contract Documents, shall be paid a rate of wages required by the Contract Documents. If the Owner discovers that wages less than the rate of wages specified by the Contract Documents have been or are being paid, then the Owner, after giving written notice to the Contractor, will terminate the Contractor's right to proceed with the project work or such part of the work as to which there has been a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

8. Contractor shall promptly repair, at his own expense and to the satisfaction of the ADEQ, damage done by him or his employees or agents at the work site, or to the public property or buildings, or both, and will save the State harmless from all claims of any person for injury to person or to property occasioned by his act, or the acts of this employees or agents, while in the execution of the work specified.
9. The Owner may terminate this agreement to the extent Owner's funds are no longer available for expenditures under this agreement.
10. Failure to make any disclosure required by Governor's Executive order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the Agency.
 - a) The contractor shall prior to entering any agreement with any subcontractor, for which the total consideration is greater than \$25,000, require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. The contractor shall ensure that any agreement, current or future between the contractor and a subcontractor for which the total consideration is greater than \$25,000 shall contain the following: "Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order, shall be a material breach of the term of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor."
 - b) The Contractor shall, within ten days of entering into any agreement with a subcontractor, transmit to ADEQ, a copy of the Contract and Grant Disclosure and Certification Form completed and signed by the subcontractor and a statement containing the dollar amount of the subcontractor.
 - c) The terms and conditions regarding the failure to disclose and conditions which constitutes material breach of contract and rights of termination and remedies under the Executive Order 98-04 are hereby incorporated within.
11. Nothing in this Contract shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof.
12. ADEQ, at its discretion, may offer to extend the Contract Time if it would be in the best interest of the State and if mutually agreed to by Contractor

Executed by the parties who individually represent that each have the authority to enter into this Contract.

CONTRACTOR

BY: _____

TITLE: _____

ADDRESS: _____

DATE: _____

Name: _____

WITNESS: _____

Affix Corporate Seal (if any)

Address: _____

OWNER

BY: Arkansas Department of Environmental
Quality _____

Address: 5301 Northshore Drive,
North Little Rock, AR 72118

DATE: _____

Name: _____

END OF DOCUMENT